

Winnetka Village Council
REGULAR MEETING
Village Hall
510 Green Bay Road
October 19, 2021
7:00 p.m.

Emails regarding any agenda item are welcomed. Please email contactcouncil@winnetka.org, and your email will be relayed to the Council members. Emails for the Tuesday Council meeting must be received by Monday at 4 p.m. Any email may be subject to disclosure under the Freedom of Information Act.

AGENDA

- 1) Call to Order
- 2) Pledge of Allegiance
- 3) Quorum
 - a) October 29, 2021 Budget Review Meeting
 - b) November 2, 2021 Regular Meeting
 - c) November 9, 2021 Study Session
 - d) November 16, 2021 Regular Meeting
- 4) Public Comment
- 5) Reports
- 6) Approval of Agenda
- 7) Consent Agenda
 - a) Approval of Village Council Minutes:
 - i) September 9, 2021 Regular Meeting.....3
 - b) Approval of Warrant List dated September 24, 2021 – October 7, 2021.....11
 - c) Ordinance No. MC-05-2021: Amending Liquor Code (Adoption).....12
 - d) Resolution No. R-72-2021: Approving a Class F Liquor License for Hometown Coffee Winnetka LLC (Adoption).....21
 - e) Resolution No. R-85-2021: GIS Service Provider Agreement (Adoption)24
- 8) Ordinances and Resolutions: None.
- 9) Old Business: None.
- 10) New Business: None.
- 11) Appointments

12) Closed Session

13) Adjournment

NOTICE

All agenda materials are available at villageofwinnetka.org (Governance > Agendas & Minutes); the Reference Desk at the Winnetka Library; or in the Manager's Office at Village Hall (2nd floor). Webcasts of the meeting may be viewed on the Internet via a link on the Village's web site:

<https://www.villageofwinnetka.org/AgendaCenter>.

The Village of Winnetka, in compliance with the Americans with Disabilities Act, requests that all persons with disabilities who require certain accommodations to allow them to observe and/or participate in this meeting or have questions about the accessibility of the meeting or facilities, contact the Village ADA Coordinator, 510 Green Bay Road, Winnetka, Illinois 60093, 847-716-3545; T.D.D. 847-501-6041.

**MINUTES
WINNETKA VILLAGE COUNCIL
REGULAR MEETING
September 9, 2021**

(Approved: xx)

A record of a legally convened regular meeting of the Council of the Village of Winnetka, which was held in the Council Chambers at Village Hall on Tuesday, September 9, 2021, at 7:00 PM.

- 1) Call to Order. President Rintz called the meeting to order at 7:02 PM. Present: Trustees Robert Apatoff, Andrew Cripe, Robert Dearborn, Kim Mancini, and John Swierk. Absent: None. Also present: Village Manager Robert Bahan, Assistant Village Manager Kristin Kazenas, Village Attorney Peter Friedman, and approximately 12 persons in the audience.
- 2) Pledge of Allegiance. President Rintz led the group in the Pledge of Allegiance.
- 3) Quorum.
 - a) Tuesday, September 14, 2021 Study Session. All of the Council members present said they expect to attend.
 - b) Tuesday, September 21, 2021 Regular Meeting. All of the Council members present except Trustee Mancini said they expect to attend.
 - c) Tuesday, October 5, 2021 Regular Meeting. All of the Council members present said they expect to attend.
- 4) Public Comment.
 - a) Nany Fox, a resident of Winnetka, addresses Council regarding the Questionnaire that the Caucus had sent out allowing for residents to comment on recommendations they feel they would like to see in the Village. Nancy Fox recommended that an indoor lap pool be accessible to the residents of Winnetka as she feels that she is not the only one who would agree to such a suggestion. She informs Council that she has looked into several spaces that may be an option such as Millen Hardware's basement. Nancy Fox questions Council if they have ever discussed the idea about implementing an indoor pool in Winnetka. She states that she does not like the looks of everything and thinks it's depressing. She believes that it would be wonderful if the Village paid attention to the shops and what's around the Village.
- 5) Appointments:
 - a) Village Clerk to Administer Oath of Office to Trustee Dalman to fill the unexpired term of Trustee Penny Lanphier. Village Manager Bahan administered the Oath of Office to Trustee Dalman.

Trustee Cripe, seconded by Trustee Apatoff, moved to appoint Christina Dalman to fill the unexpired term of Trustee Penny Lanphier. By roll call vote, the motion carried.
Ayes: Trustees Apatoff, Cripe, Dearborn, Mancini, and Swierk. Nays: None. Absent: None.
 - b) Appoint Bridget Orsic to Plan Commission Chair. Her term will expire on 9/10/2024.

Trustee Apatoff, seconded by Trustee Cripe, moved to appoint Bridget Orsic to Plan Commission Chair. Her term will expire on 9/10/2024. By roll call vote, the motion carried.
Ayes: Trustees Apatoff, Cripe, Dalman, Dearborn, Mancini, and Swierk. Nays: None. Absent: None.

- c) Appoint Jonathan Alt to Plan Commission to fill the unexpired term of Bridget Orsic. His term will expire on 5/18/2024.

Trustee Dearborn, seconded by Trustee Cripe, moved to appoint Jonathan Alt to Plan Commission to fill the unexpired term of Bridget Orsic. His term will expire on 5/18/2024. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Cripe, Dalman, Dearborn, Mancini, and Swierk. Nays: None. Absent: None.

- d) Appoint Liz Kunkle as the Environmental & Forestry Commission representative to the Plan Commission. Her current term on the EFC expires on 5/18/2024.

Trustee Mancini, seconded by Trustee Dearborn, moved to appoint Liz Kunkle as the Environmental & Forestry Commission representative to the Plan Commission. Her current term on the EFC expires on 5/18/2024. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Cripe, Dalman, Dearborn, Mancini, and Swierk. Nays: None. Absent: None.

6) Reports:

a) Trustees.

- i) Trustee Apatoff addresses that the upcoming weekend will be big for Winnetka as the Art Exhibits Fair will be taking place along with the Farmers Market and Music Fest. Trustee Apatoff encourages everyone to attend the events as he emphasizes the immense amount of effort and work put forth to make these events successful.
- ii) Trustee Cripe briefs Council on the September 11 memorial flag planting event that will take place on September 10 starting at 3:30pm at the Village Green and extends an invite to anyone interested in helping to plant the flags. Trustee Cripe informs Council that at 5 o'clock, there will be a piper and small drum band that will come out to play for about fifteen minutes to recognize those who lost their lives as well as the first responders.
- iii) Trustee Mancini attended the Environmental & Forestry Commission (EFC) Meeting stating that they are excited about the restart of the 2040 Comprehensive Plan and are looking forward to their participation in the discussions. President Rintz informs Council that he saw an amazing document that the EFC generated and is impressed with all of the work that they have done so far.

b) Attorney. None.

c) Manager. None.

d) Village President. None.

- 7) Approval of the Agenda. Trustee Apatoff, seconded by Trustee Mancini, moved to approve the Agenda. By voice vote, the motion carried.

8) Consent Agenda

a) Village Council Minutes.

i) August 3, 2021, Regular Meeting.

b) Approval of Warrant List dated August 13 – August 26, 2021 in the amount of \$2,055,151.12.

c) Resolution No. R-73-2021: Approving Contract for Training Tower Repairs (Adoption)

d) Resolution No. R-74-2021: Streetscape Phase 4 Construction Design Services (Adoption)

- e) Resolution No. R-75-2021: Change Order – 2021 MFT Contract – Birch Street (Adoption)
- f) Resolution No. R-76-2021: Approving Contract for Purchase of 138kV Metering Transformers (Adoption)
- g) Resolution No. R-78-2021: Gateway & Wayfinding Signage (Adoption)
- h) Outdoor Seating Area Permits – Sara Campbell

Trustee Cripe, seconded by Trustee Apatoff, moved to approve the foregoing items on the Consent Agenda by omnibus vote. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Cripe, Dalman, Dearborn, Mancini and Swierk. Nays: None. Absent: None.

9) Ordinances and Resolutions.

- a) Resolution No. R-77-2021: Valve Replacement (Adoption).

This resolution would approve the utilization of Northern Divers to replace the sluice gate, an underwater valve, that has sustained damage from a previous storm significant enough that Northern Divers were initially unable to replace it when attempted. Brian Keys reviews the resolution. He explains that the electric plant uses one valve to bring water into the plant while the other valve has water coming out. The plant is fed through the water from Lake Michigan through two valves a surface water valve and a 60 inch sluice valve which connects to a 6 inch diameter pipe that goes 1500 feet into Lake Michigan. The pipe also serves as another line for the water plant water line. The two valves that serve the intake pond are currently inoperable due to storm damage. Staff called in Northern Divers to service the valve, however, the divers were unable to make any repairs. Northern Divers have prepared a proposal for \$66,639. Staff is requesting to use the contractor as they are already familiar with what repairs need to be completed and are already familiar with the conditions under water. It is unlikely to get another firm to competitively bid without paying them to go underwater and take a look at the valve damage. Brian Keys informs Council that Northern Divers have already done previous work with the Village and more specifically, with the water and electric utilities. He is requesting to waive the requirement for formal bidding and approve a contract with Northern Divers to move forward with the sluice repairs in an amount not to exceed \$66,639.

Trustee Apatoff questions how old the valve is that is needing repairs and if it is physically damaged or is worn out. Brian Keys responds that he believes it is original but he does not know the exact year that it was installed. He further explains that he believes it may be due to the combination of the conditions that the valve is in along with the age.

Trustee Swierk questions if the valve is left open in normally operating and if the valve is electronically operated? Brian Keys states that they generally leave it open in normal operating, however, if they are not generating, they will close the valve to help control the water intake to the water plant and help avoid a looping process. He also states that the valve is operated manually by a big wheel that typically takes two people to function.

Trustee Dearborn asks Brian Keys to elaborate from a budget standpoint. Brian Keys states that between the current time to year end, he would like to have a contract awarded for professional services regarding concrete repairs, surface water valve, sheet piling and

the parking lot which would most likely be a 2022 project. Brian Keys confirms that they plan on staying within budget limits of the electric fund.

Trustee Cripe questions if they should be expecting similar issues in the future due to the current failure of the underwater valve or the rest of the structure including the pond. Brian Keys informs Council that the rest of the structure including the parking lot are most in need of a sizeable amount of repair. He further explains that the pond has had several engineering firms come out to look into it and will be more specifically looking into the sheet piling on the north end. He confirms that some of the structure has had damage occur over time but believes that most of the work in need is on the parking lot and the end of the structure that is directly against Lake Michigan.

Trustee Apatoff questions if the pier on Tower Road will need to be dismantled or fixed from a liability standpoint. Brian Keys explains that security fences have been put up and that they have restricted use at the end of the pier so that the general public will be restricted from being out on the pier with the assistance of the Police Department.

Trustee Cripe, seconded by Trustee Apatoff, moved to approve Resolution No. R-77-2021 – Valve Replacement. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Cripe, Dalman, Dearborn, Mancini and Swierk. Nays: None. Absent: None.

b) Ordinance No. M-15-2021 – 1184 Tower – Variations – Residential Additions (Introduction).

This Ordinance is requesting the approval for a zoning variation, that has previously been approved the ZBA, in order to allow for construction of additions to an existing single family residential home. David Schoon, Director of Community Development, informs Council that the property is zoned R4 residential. The residence and garage were constructed in 1925 and is unique because the property shares a curb cut with the neighbor to the east, 1174 Tower Rd. During the application process, the applicant has made several changes to the plan that reduced certain variations. In addition to reducing the width of the garage from 24.5 feet to 22 feet in order to comply with code, the applicant also reduced the front lot coverage by approximately 137 feet and the maximum gross floor area by 101 feet. The gross floor area reduction came from reducing the width of the garage addition on the front of the building so it reduced floor area on the first floor level as well as reducing gross floor area on the second floor area. Regarding the various variations, the ZBA focused most of their attention to the front yard lot coverage which two members of ZBA had voted against. The variation request continued, and discussion of various garage placement was put into consideration such as placing the garage in the rear of the home, considering a tandem garage, reducing the circular driveway by reducing the amount of impermeable lot coverage etc.

At the June ZBA meeting, the applicant questioned the impact on trees based on some of the alternatives proposed. The Village Forester visited the site to see the potential impacts given the driveway layout and confirmed that there may be some impact to the trees located at the front end of the property. Considering the driveway to be relocated towards the rear end of the property, the Village Forester concluded that it would also impact three large mature trees that are currently on the property. He informed the ZBA that the applicant's current proposal of placing the garage in the front, will require the removal of a tree and depending on how much disruption will occur, another tree may also be impacted.

David Schoon further informs Council of the difficulty that the applicant and neighbor have entering and exiting the east end of the driveway given the steep slope that the current driveway has at the entrance. Due to the challenge presented, they will often use the west end of the driveway to enter and exit. The ZBA recommended approval based on a 4-2 vote. The members that were in favor of the approval found that the variation met all requirements. The members that were opposed, did not find that the variation met standards and believed that there can be more reduction in the request. David Schoon requests that Council considers introducing the Ordinance.

Resident Ann Hewitt and John Gordon along with their architect, Dan Lisus address Council on the variation request presented. Ann Hewitt elaborates on their story of what they are trying to achieve with this request. She confirms of the three minor variances; the existing noncompliance dating back to 1925, which is the total side yard setback. She states that there are two changes requiring variation; the gross floor area and the front yard setback as well as the final request; the front yard lot coverage.

Ann Hewitt provides background on her home, addressing that it is 95 years old and she has owned the property for 21 years. As a young homeowner that purchased the subject property, she is deeply wanting to preserve the aesthetic and character of the home to be an asset to the village for another 95 years. She would not like to see the home become another teardown as she is very sentimental about the house. Ann Hewitt informs Council that they are newlyweds and would like this to be their forever home. They are committed to living in Winnetka for as long as possible and would like to keep the house up to market standards. She would like to complete all requested work in one sitting and avoiding coming back with additional requests later on. The considerations behind their proposals are intended to preserve the architectural integrity, preserve the streetscape, preserve Winnetka history, protect land including preserving the trees, be respectful of Villages criteria for zoning and the approval process. She expresses her desire to modernize the home with a two door garage and the additional rooms in order to raise the expectations of what a home should look like in this day in age. Ann Hewitt references the photos of the low ceiling, which is problematic regarding headspace. Specifically, the inconvenience for someone who is taller and does not have the ability to stand straight up in the shower given the low ceiling.

Ann Hewitt informs Council that reduction in the curb cut will also affect her neighbors, reducing the space for them to enter and exit. Due to some in ground utilities on the parkway, they will not be able to expand their curb cut. The existing driveway's steep slope also results in numerous scratches on their vehicles when entering and exiting the driveway.

Trustee Mancini directs her question to David Schoon as to why the front yard coverage doesn't cover the entire front yard and just the front portion. David explains that the idea is that there needs to be so much yard in the front yard and that needs to be closest to the street so that is why the measurement is consistent with the absolute minimum with no more than 30%.

Trustee Cripe confirms with the residents of 1174 Tower Road, if they are in agreement and have no issues with the current request presented. Both neighbors, present at the Council meeting, confirm they have no issues.

Trustee Swierk confirms the historic bonus that is imposed which amounts to 20% of the current property and expresses that he very much likes the circle driveway, allowing for

the convenience of entering and exiting. Trustee Swierk states that while there is no easement between the two properties regarding the driveway, he questions if now would be a good time to create an easement for future owners. David Schoon informs Council that the property owners can request an easement, however, the current owners did not indicate any interest in obtaining an easement at this time at any time.

Trustee Swierk also questions how stormwater will be handled regarding the variation approval. David Schoon indicates that they may add up to 25% amount of impervious surface to the property without having to provide water retention, however, they are only required to meet the other stormwater drainage requirements by the Village in terms of making sure that they are not negatively impacting the neighbors by how they are grading the property.

Trustee Apatoff looks to see if the owners plan on using the same brick matching the rest of the home rather than a different type of brick or material that would not match the current design of the residence. It is confirmed that the same brick would be used in order to keep the consistency of the homes design.

Ann Hewitt's neighbor, resident of 1174 Tower Rd, steps up to address Council on how fabulous her neighbors really are. She also informs Council of their desire to have a driveway they can enter and exit without issues as their current garage is still from the original construction of the home. She also thanks Council for their time and consideration for approving the request.

Trustee Dearborn appreciates the goal of what the residents are trying to accomplish and emphasizes how great it is that the homeowners are present at the Council meeting. He stresses that these are circumstances all Trustees should think other homeowners should consider; spacing, preservation and modernization of homes despite the variances. Trustee Mancini and Trustee Cripe state that they agree with Trustee Dearborn regarding his thoughts on the Hewitt's goal of accomplishments and agree that other homeowners should also consider the upkeep of their homes.

Trustee Apatoff, seconded by Trustee Cripe, moved to introduce Ordinance No. M-15-2021. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Cripe, Dalman, Dearborn, Mancini and Swierk. Nays: None. Absent: None.

10) Old Business.

a) 880 Willow Garage Variations - Policy Direction (Continued from 7/21 Meeting).

This continuance, based on an appeal of the ZBAs denial on the property, requests for Council's approval of variation. While the applicant has made changes regarding their request, there are still two variations that are required; roof lot coverage and impermeable lot coverage. The subject property is located on Willow Rd and is zoned R-2 residential. In 2019, Council had approved a set of variations for the property to allow for construction on the home. At that time, the property owners did not propose a garage, however, they are now requesting a detached single car garage of approximately 250 square feet which would be located in the rear corner of the lot. The applicant is also proposing to install a designed permeable paver surface to replace the existing driveway and patio. Village engineering staff has reviewed and determined that it meets the standards to be counted as permeable paver surface to qualify for a 25% allowance in calculating impermeable lot coverage. The current proposal proposes to provide

stormwater detention for all of the additional impermeable lot coverage that has been added since 2019. While the ZBA denied the request by a vote of 5-0, the requested variation may be granted if 4 members of Council vote for approval.

The property owner's attorney informs Council that his client are only looking to correct a wrong that they have done by not proposing a request for a garage sooner.

Junis and Mark, the property owners' neighbors address Council regarding the proposed variation request. They state that their backyard is about 6 feet away from their neighbors and that they are in favor of the variation request as they believe that it will make the area much less congested due to yard equipment being out. They believe that they have been great neighbors and express to Council that they would not like to lose them as neighbors. Junis informs Council that their neighbors leave to work every morning and for winter days, they would hate to continue seeing them scraping snow off of their cars when it would be much more convenient to have a garage.

After some deliberation, it is agreed that it is a tough decision and that a garage would be beneficial, however, the ZBA has spent a lot of time reviewing the variation from all standpoints and unanimously denied the request.

Trustee Cripe indicates that while he thinks the owners could have proposed the request sooner or have proposed the request with Council's permission beforehand, he strongly believes that the home should have a garage and questions if this may have a negative impact on the property in the future. He believes that not having a garage is as much as an inconvenience and likely to create a problem that should be avoided in the long term as it is a problem for the neighbors.

Trustee Dalman suggests that any future submittals of applications that do not include a proposal of garage plans, should be reviewed prior to any approvals, in order to prevent these types of issues from reoccurring. She also believes that variation requests such as this one, presents a complicated situation for not only the applicants, but the Council and various Boards as well.

The property owner's Attorney informs Council that his clients had made a regretful decision when going through the construction process of the home. He states that the architect, Julian, was not familiar with North Shore homes and had an architect been hired that was more familiar with construction of North Shore properties, they would not have proceeded without a garage. He states that voting against the variation request would be punishing the Village and neighbors and asks that the Council consider approving the request.

Trustee Cripe, seconded by Trustee Swierk, moved to request staff to prepare the necessary Ordinance approving the requested zoning variations at 880 Willow Rd. By roll call vote, the motion failed, and the variation was denied. Ayes: Trustees Cripe, Dalman, and Mancini. Nays: Trustee Apatoff, Swierk and Dearborn. Absent: None.

11) New Business. None.

- 12) Closed Session for the purpose of discussing the purchase or lease of real property pursuant to Section 2(c)(5) of the Illinois Open Meetings Act; and for the purpose of discussing pending litigation pursuant to 2(c)(11) of the Illinois Open Meetings Act.

Trustee Dalman moved to adjourn into Closed Session for the purpose of discussing the purchase or lease of real property pursuant to Section (c)(5) of the Illinois Open Meetings Act; and for the purpose of discussing pending litigation pursuant to 2(c)(11) of the Illinois Open Meetings Act. Trustee Dearborn seconded the motion. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Cripe, Dalman, Dearborn, Mancini, and Swierk. Nays: None. Absent: None.

President Rintz announced that the Council meeting would adjourn automatically and immediately upon the conclusion of the Closed Session without the conduct of any further business. The Council adjourned into Closed Session at 8:50 PM.

- 13) Adjournment. The meeting adjourned at 9:41 PM.

Recording Secretary



Agenda Item Executive Summary

Title: Approval of Warrant List Dated September 24 - October 7, 2021

Presenter: Robert M. Bahan, Village Manager

Agenda Date: 10/19/2021

Consent: ☒ YES ☐ NO

☐ Ordinance
☐ Resolution
☐ Bid Authorization/Award
☐ Policy Direction
☒ Informational Only

Item History:

None.

Executive Summary:

The Warrant List dated September 24 - October 7, 2021 mailed to each Village Council member.

Recommendation:

Consider approving the Warrant List dated September 24 - October 7, 2021

Attachments:

None.



Agenda Item Executive Summary

Title: Ordinance No. MC-5-2021: Amending Liquor Code (Adoption)

Presenter: Marc Hornstein, Chief of Police and Peter Friedman, Village Attorney

Agenda Date: 10/19/2021

Consent: ☒ YES ☐ NO

- | | |
|-------------------------------------|-------------------------|
| ☒ | Ordinance |
| ☐ | Resolution |
| ☐ | Bid Authorization/Award |
| ☐ | Policy Direction |
| ☐ | Informational Only |

Item History:

9/21/21 - Information only.
10/5/21 - Introduction.

Executive Summary:

On August 3, 2021, Hometown Coffee and Juice applied for a Class F liquor license with the Village. A Class F liquor license authorizes the retail sale of wine and beer at a coffee shop, solely for consumption on premises where sold between 5:00p.m. and midnight.

Hometown Coffee and Juice's business model includes the sale of specialty cocktails made with liquor. Additionally, the business requests to be able to sell and serve alcoholic beverages during daytime hours as similar to other restaurants and specialty shops in the Village. Under the the current definition of a Class F license, Hometown Coffee and Juice would not be eligible to sell liquor other than wine and beer and would not be able to sell or serve any alcoholic beverages prior to 5:00p.m.

The Village Attorney prepared a draft proposed amendment that would update the definition of a Class F liquor license to include sale and service of liquor and update the hours of liquor service in a coffee shop to begin at 11:00a.m.

Recommendation:

Consider adoption of Ordinance No. MC-5-2021 - Amending Sections 5.09.010 and 5.09.100 of the Winnetka Village Code Concerning Class F Liquor Licenses.

Attachments:

1. Ordinance No. MC-5-2021: Amending Sections 5.09.010 and 5.09.100 of the Winnetka Village Code Concerning Class F Liquor Licenses
2. Hometown Coffee and Juice - Food and drink menu

ATTACHMENT 1

ORDINANCE NO. MC-5-2021

AN ORDINANCE AMENDING SECTIONS 5.09.010 AND 5.09.100 OF THE WINNETKA VILLAGE CODE CONCERNING CLASS F LIQUOR LICENSES

WHEREAS, the Village of Winnetka ("***Village***") is a home rule municipality in accordance with Article VII, Section 6 of the Constitution of the State of Illinois of 1970 and has the authority to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, Chapter 5.09 of the Winnetka Village Code, as amended ("***Village Code***"), regulates the sale and consumption of alcoholic beverages in the Village; and

WHEREAS, pursuant to Section 5.09.100 of Village Code, Class F Liquor Licenses ("***F License***") authorize the retail sale of wine and beer at a coffee shop, solely for consumption on the premises where sold between 5:00 p.m. and midnight; and

WHEREAS, the Village desires to permit recipients of F Licenses to offer, in addition to beer and wine, liquor and to do so during daytime hours; and

WHEREAS, the Council of the Village of Winnetka ("***Village Council***") has determined that it is in the best interest of the Village to amend Sections 5.09.010 and 5.09.100 of Village Code as set forth in this Ordinance;

NOW, THEREFORE, the Council of the Village of Winnetka does ordain as follows:

SECTION 1: RECITALS. The Village Council hereby adopts the foregoing recitals as its findings, as if fully set forth herein.

SECTION 2: AMENDMENT TO SECTION 15.09.010 OF THE VILLAGE CODE. Section 5.09.010, titled "Definitions," of Chapter 5.09, titled "Liquor Control Regulations," of the Village Code shall be amended to read as follows:

Section 5.09.010 Definitions.

Unless the context otherwise requires, words and phrases in this chapter shall be construed in accordance with the definitions set forth in this section.

* * *

"Coffee shop" means a place of business that: (a) is licensed under Chapter 5.24 of this code; (b) opens to the public for business each day not later than 7:00 a.m. and remains open to the public for business continuously for not less than 10 hours; (c) has a total floor area not greater than 2,500 square feet; and (d) is engaged in the

Additions are bold and double-underlined; ~~deletions are struck through~~

primary business of the sale, over a counter located at the point of sale where customers place orders, of: (i) coffee, tea, coffee-based beverages, tea based beverages, and other beverages prepared on the premises for consumption on or off the premises where served; and (ii) food items, including baked goods, sandwiches, and salads, ~~primarily prepared off premises~~ for consumption on or off the premises where served.

* * *

SECTION 3: AMENDMENT TO SECTION 15.09.100 OF THE VILLAGE CODE.

Section 5.09.100, titled "Classification of Licenses," of Chapter 5.09, titled "Liquor Control Regulations," of the Village Code shall be amended to read as follows:

"Section 5.09.100 Classification of Licenses.

* * *

- P. Class F Licenses. Class F licenses authorize the retail sale of ~~solely wine and beer~~ **liquor** at a coffee shop, solely for consumption on the premises where sold, subject to and in accordance with the following conditions and restrictions:
1. The sale of ~~wine and beer~~ **liquor** at any time before ~~5:00 p.m.~~ **11:00 a.m.** and after 11:59 p.m. is prohibited.
 2. ~~Wine~~ **Liquor** must be ~~either:~~ (a) sold and served in single-serving glassware or plasticware; ~~or (b)~~ **except for wine, which also may be** sold by the bottle and consumed from single-serving glassware or plasticware. ~~Beer must be sold and served in single servings.~~ Packaged sales are prohibited.
 3. ~~Wine and beer~~ **Liquor** must be ordered by patrons at, and sold and served over, the counter of the coffee shop at the point of sale.
 4. Each and every patron who desires to consume ~~wine~~ **liquor** (including, without limitation, a portion of wine sold by the bottle) ~~or beer~~ must: (a) be physically present at the counter during the point-of-sale transaction during which the ~~wine and beer~~ **liquor** is purchased; and (b) present a form of valid photographic identification issued by a state government or the United States government. For the purpose of this Section 5.09.100.P, "point-of-sale transaction" means each instance when a patron or group of patrons purchases food and beverages at the counter, whether or not the purchases are processed or documented as a single transaction by the coffee shop.

Additions are bold and double-underlined; ~~deletions are struck through~~

5. All single-serving sales must comply with the following requirements:
- a. The number of servings of ~~wine and beer~~ **liquor** sold and served during each point-of-sale transaction may not exceed the number of patrons who are physically present at the counter during the transaction and who have presented identification in accordance with Section 5.09.100.P.4 of this Code.
 - b. The sale and service of a serving of ~~wine and beer~~ **liquor** to a patron or group of patrons for consumption by a patron other than the patrons who are physically present at the counter during the point-of-sale transaction and who have presented identification in accordance with Section 5.09.100.P.4 of this code is prohibited.
 - c. Each and every single serving of ~~wine and beer~~ **liquor**, other than the first two servings of ~~wine and beer~~ **liquor**, ~~or a combination of wine and beer~~, sold to each patron must be accompanied by a sale of food to each patron. For the purpose of this Section 5.09.100.P, "food" means baked goods, sandwiches, salads, prepared snacks, and similar items. "Food" does not mean candy, mints, gum, and similar items.
6. All sales of bottles of wine must comply with the following requirements:
- a. Each bottle of wine must be purchased for consumption by not less than two patrons.
 - b. The sale of more than one bottle of wine during each point-of-sale transaction is prohibited.
 - c. The sale of a bottle of wine for consumption, in whole or in part, by any patron or patrons who are not physically present at the counter during the point-of-sale transaction and who have not presented identification in accordance with Section 5.09.100.P.4 of this Code is prohibited.
 - d. Each bottle of wine sold must be accompanied by the sale of food.
7. ~~e.~~—All employees of a coffee shop licensed pursuant to this Section 5.09.100.P who are on duty during the hours when ~~wine and~~

Additions are bold and double-underlined; ~~deletions are struck through~~

beer liquor may be served pursuant to the license must have completed state BASSET training.

* * *

SECTION 4: SEVERABILITY. If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance shall remain in full force and effect, and shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

SECTION 5: EFFECTIVE DATE. This Ordinance will be in full force and effect upon its passage and approval in the manner provided by law.

[SIGNATURE PAGE FOLLOWS]

PASSED this 19 day of October, 2021, pursuant to the following roll call

vote: AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this 19 day of October, 2021.

Signed:

Village President

Countersigned:

Village Clerk

Published by authority of the
President and Board of Trustees
of the Village of Winnetka,
Illinois, this ____ day of _____,
2021.

Introduced: October 5, 2021

Passed and Approved: October 19, 2021

Additions are bold and double-underlined; ~~deletions are struck through~~

ESPRESSO BAR

*SERVED HOT OR ICED

	8oz	12oz	16oz	20oz
ESPRESSO*	(2oz) 2.75			
CORTADO	(4oz) 3.25			
MACCHIATO	(4oz) 3.00			
AMERICANO*		3.25	3.50	3.75
FLAT WHITE	3.50	3.75		
CAPPUCCINO*	3.50	3.75	4.25	4.50
LATTE*		3.75	4.25	4.50
MOCHA LATTE*		4.00	4.25	4.50
CAFE AU LAIT		3.00	3.25	3.50
CHAI LATTE*		3.75	4.25	4.50
MATCHA LATTE*		4.25	4.50	4.75
HOT CHOCOLATE	2.75	3.25	3.75	4.25
substitute oat, almond, soy, or coconut (0.75)				

COFFEE

BREWED COFFEE	2.50	2.75	3.00
COLD BREW on TAP	3.75	4.25	4.75
OAT MILK LATTE on TAP	5.00	5.50	6.00
FRENCH PRESS makes 2 cups			4.50

*coffee by La Colombe

ORGANIC LOOSE LEAF TEAS

ICED TEAS	2.75	3.00	3.25
BLACK black passion			
GREEN moroccan mint			
HERBAL ginger plum			
HOT TEAS			3.50
BLACK english breakfast, earl grey, black passion			
GREEN emerald spring, moroccan mint, jasmine			
HERBAL chamomile, ginger plum			

LEMONADE SHAKERS

12oz/3.75	20oz/4.75	24oz/5.50
classic lemonade iced tea lemonade		
blueberry basil strawberry kiwi mint		
watermelon lime		

COLD PRESSED JUICES

12oz/7.25

8-CARROT GOLD carrots, apple, ginger, lemon	
CAN'T BEET THAT beets, apple, ginger, lemon	
GREEN THUMB celery, kale, spinach, mint, apple, lemon, cucumber	
REFRESH apple, lemon, mint	
THE COOLEST cucumber, pineapple, apple, mint, lemon	
TROPICAL KICK pineapple, apple, ginger, cayenne	
LOVELY DAY carrots, apple, cinnamon	
GINGER SHOT ginger, apple, lemon	3.50
IMMUNITY BOOSTER ginger, celery, pineapple, apple, cayenne	4.25

SMOOTHIE BOWLS

9.75

BERRY BOWL blueberry, strawberry, banana, almond milk, almond butter, topped with honey, granola, blueberry, sliced strawberry & banana	
YOU'RE MY BOWL BLUE banana, blueberry, almond milk, lavender, topped with granola, cinnamon, banana, honey, chia & hemp seeds	
GREEN WITH ENVY spinach, avocado, banana, coconut milk, topped with granola, agave, chia seeds, sliced kiwi, strawberry & banana	

SMOOTHIES

12oz KIDS/5.75 16oz/7.75

BANANA MOCHA ESPRESSO espresso, banana almond milk, chocolate	
BLUEBERRY BANANA blueberries, banana, almond milk	
DAILY FIX strawberries, banana, spinach, dates, coconut milk, vanilla whey	
IT'S NOT EASY BEING GREEN kale, spinach, avocado, cucumber, coconut water, mint, lemon, apple	
KALE ME MAYBE kale, strawberries, banana pineapple, coconut water, chia & hemp seeds	
MATCHA spinach, kale, dates, banana, coconut water	
PB & BANANA peanut butter, banana, almond milk	
ROLLING IN THE OATS rolled oats, banana, dates, pecans, cinnamon, almond milk	
STRAWBERRY ORANGE BANANA strawberry, banana, orange juice	
TROPICAL ESCAPE mango, orange juice, pineapple, banana, coconut milk	

HOMETOWN TOASTS

SERVED ON OUR DELICIOUS MULTIGRAIN BREAD
*AVAILABLE AS A BREADLESS BOWL (sub 2 eggs)

THE CLASSIC* avocado, roma tomato, crushed red pepper flakes, salt, olive oil (add egg +2.00)	7.75
AVO & LOX* avocado, smoked salmon, cucumber, roma tomato, salt, lemon, capers (add egg +2.00)	10.75
GARDEN CAPRESE* avocado, pesto, roma tomato, salt, balsamic glaze, mozzarella (add egg +2.00)	8.75
TUNA + AVO* house prepared albacore, caper tuna, roma tomato, lemon, salt, avocado, pepper, olive oil	10.75
GREEK* avocado, red onion, tomato, feta, kalamata olives, cucumber, greek dressing (add egg +2.00)	8.75
APPLE ALMOND almond butter, apple, honey, cinnamon, pecan crumble	8.25

CLASSICS

BAGEL & LOX smoked salmon, cream cheese, tomato, cucumber, capers	10.75
HT BREAKFAST SANDWICH egg, bacon, cheddar, tomato, avocado, brioche	9.00
BREAKFAST WRAP scrambled egg, bacon, cheddar, avocado, tomato, honey wheat wrap	8.50
BAGEL & CREAM CHEESE plain, sesame, rye, everything, or cinnamon raisin bagel with plain or chive cream cheese	3.75
VEGGIE SANDWICH hummus, spinach, red onion, cucumber, swiss, olive oil, salt, pepper on toasted multigrain	8.75
TUNA SANDWICH house albacore, lemon caper tuna, tomato, on multigrain	9.75
TURKEY BLT WRAP turkey, bacon, lettuce, tomato, mustard, honey mustard, honey wheat wrap	8.50

PASTRIES

DONUTS by Do-Rite	
COOKIES by Shookies Cookies	
Options by Hot Cakes Bakery	
CINNAMON SCONE	
MUFFINS blueberry, apple bran, chocolate	
BISCOTTI almond & apricot	

BAGEL MELTS

DELICIOUS STEAMED BAGEL SANDWICHES	
BACON EGG & CHEESE bacon, cheddar, fresh cooked egg, on a plain bagel	8.00
SALAMI EGG & CHEESE salami, cheddar, fresh cooked egg, on an everything bagel (sub ham for salami)	8.25
THE CLUB turkey, mustard, on a plain bagel	8.50
RUBIN'S REUBEN turkey, swiss, russian dressing slaw, on a rye bagel	8.75
PARK AVE MELT turkey, cheddar, tomato, tomato, horseradish sauce, red onion, on an everything bagel	8.50

SALADS & POCKETS

ALL DRESSINGS ARE HOUSE MADE
SERVED IN BOWL, WRAP, OR WARM PITA

DETROIT GREEK romaine & iceberg lettuce, cucumber, tomato, beets, feta, chickpeas, kalamata olives with julie's greek dressing (add turkey +2.50)	10.75
THE HOMETOWN romaine & iceberg lettuce turkey, ham, swiss, green olives, gherkin sweet pickles with creamy maurice dressing	12.50
HARVEST KALE kale, sweet potato, quinoa, pumpkin seeds, red cabbage, chives with mustard dill dressing	11.00
THE REGGIE romaine & iceberg lettuce, hearts of palm, provolone, carrot, cucumber, celery, tomato, red peppers, with hometown balsamic vinaigrette	10.75
TUNA SALAD house albacore lemon caper tuna, spinach, cucumber, carrots, with hometown balsamic vinaigrette	11.00

SPECIALS

GIANT PRETZEL sea salt or cinnamon sugar, choice of up to 3 dips, yellow mustard, cilantro, beer cheese, chocolate, sweet cream	10.00
---	-------

CATERING AVAILABLE!

catering@hometownglencoe.com

*ASK ABOUT OUR GLUTEN FREE OPTIONS

consuming raw or undercooked meats, poultry, seafood, shellfish, or eggs may increase your risk of food borne illness

HOMETOWN BOOZE & BITES

COCKTAILS

STRAWBERRY FIELDS

Rosé, strawberries, lemon, blended with ice 10

HOMETOWN NEGRONI

Gin, Salers, Dolin Blanc, Green Thumb ice cubes 12

GINGER JULEP

Bourbon, ginger liqueur, lemon, agave, ginger beer 12

ELDERFLOWER 75

Vodka, St. Germain, lemon, prosecco 13

BLUEBERRY BUZZ

White rum, blueberries, mint, lime, agave, soda 12

TROPICAL KICK

Blanco tequila, pineapple, green apple, ginger, lime and cayenne 12

THE COOLEST

Gin, cucumber, pineapple, green apple, mint, lemon 13

MIDWEST OLD FASHIONED

Bourbon, demerara, Angostura 11

ESPRESSO MARTINI

Vodka, Kahlua, Baileys, chocolate sauce, espresso 13

BLOODY MARY

Vodka, bloody mary mix, with olives, pickles and celery 12

HEY BARTENDER

Your choice of liquor served martini style, neat, or on the rocks MP

WINE

ROSÉ Mont Gravet, Languedoc-Roussillon, France 9/36

SPARKLING ROSÉ Cleto Chiarli, Emilia-Romagna, Italy 12/48

PROSECCO Adami, Veneto, Italy 10/40

SAUVIGNON BLANC Fire Road, Marlborough, New Zealand 10/40

CHARDONNAY Raeburn, Russian River Valley, California 11/44

CABERNET SAVIGNON Black Station, California 11/44

PINOT NOIR Black Magnolia, Willamette, Oregon 12/48

HOMETOWN BOOZE & BITES

SPIKED SHAKERS

Choose your spirit (gin/vodka/tequila)

12

BLUEBERRY BASIL Fresh lemon, blueberry, basil, agave

STRAWBERRY KIWI MINT Fresh lemon, strawberry, kiwi, mint, agave

WATERMELON Fresh lemon, watermelon, lime, agave

ICED TEA LEMONADE

CLASSIC LEMONADE

BEER

LAGER Peroni | Tecate

7

WHEAT Hacker Pschorr

7

IPA Atwater Brewery, Pog-O-Licious

6

CHELADA Tecate, lime, salt

8

BITES

Olives & Almonds

6

Kettle Chips & French Onion Dip

6

Veggies & Hummus

8

Bruschetta

9

Guacamole & Chips

10

GIANT SOFT PRETZEL

Choose salty or sweet (cinnamon sugar)

Dips (choose up to 3): House made beer cheese, mustard (yellow/dijon), chocolate, and sweet cream

10

TURKEY REUBEN SLIDERS (3 per order)

Turkey, swiss, Russian slaw, brioche

12

ROAST BEEF SLIDERS (3 per order)

London broil roast beef, cheddar, horseradish, brioche

13

FLATBREADS

PESTO Fresh mozzarella, sun-dried tomatoes, corn

13

SPINACH MOZZARELLA Marinara, red onion, cherry tomatoes, oregano

13

HUMMUS JALAPEÑO Feta, cherry tomato, red onion, pumpkin seeds

13

Consuming raw or undercooked meats, poultry, seafood, shellfish, or eggs may increase your risk of foodborne illness

please notify employees of any allergies



Agenda Item Executive Summary

Title: Resolution No. R-72-2021: Approving a Class F Liquor License for Hometown Coffee Winnetka LLC (Adoption)

Presenter: Marc Hornstein, Chief of Police and Peter Friedman, Village Attorney

Agenda Date:

10/19/2021

Consent:



YES



NO

☐

Ordinance

☒

Resolution

☐

Bid Authorization/Award

☐

Policy Direction

☐

Informational Only

Item History:

None.

Executive Summary:

Hometown Coffee Winnetka LLC, d/b/a Hometown Coffee and Juice desires to open a coffee shop at 749 Elm Street. Hometown Coffee and Juice is engaged in the primary business of coffee and other beverage sales, as well as food items for consumption on or off premises. Hometown Coffee and Juice sells and serves alcoholic beverages incidental and complementary to the sale and service of food and beverages for consumption. Hometown Coffee and Juice has applied for a Class F liquor license.

A Class F liquor license authorizes the retail sale and service of alcoholic beverages by coffee shops, solely for consumption on the premises where sold. The Class F license requires alcoholic beverages be ordered by patrons at, and sold and served over, the counter of the coffee shop at the point of sale.

If approved, Resolution No. R-72-2021 will grant the requested liquor license, subject to the following conditions: (i) completion of the liquor license application background investigation by the police department; (ii) final inspection and approval of the premises. The resolution will also update the appendix to Chapter 5.09 of the Village Code that sets forth all authorized licenses by classification, which is attached to the Resolution as Exhibit A.

Recommendation:

Consider adopting Resolution No. R-72-2021, "Approving and Authorizing a Class F Liquor License for Hometown Coffee Winnetka LLC d/b/a Hometown Coffee and Juice (749 Elm St).

Attachments:

1. Resolution No. R-72-2021: Approving and Authorizing a Class F Liquor License for Hometown Coffee Winnetka, LLC

ATTACHMENT 1

RESOLUTION NO. R-72-2021

A RESOLUTION APPROVING AND AUTHORIZING A CLASS F LIQUOR LICENSE FOR HOMETOWN COFFEE WINNETKA, LLC (749 Elm Street)

WHEREAS, the Village of Winnetka (“*Village*”) is a home rule municipality in accordance with Article VII, Section 6 of the Constitution of the State of Illinois of 1970; and

WHEREAS, Hometown Coffee Winnetka, LLC (“*Applicant*”) is the lessee of the property commonly known as 749 Elm Street in the Village (“*Property*”); and

WHEREAS, the Applicant desires to operate a coffee shop located on the Property called Hometown Coffee & Juice (“*Coffee Shop*”); and

WHEREAS, pursuant to Section 5.09.100 of the Winnetka Village Code (“*Village Code*”), on July 30, 2021, the Applicant submitted an application to the Village for a Class F liquor license (“*Liquor License*”) for the Coffee Shop; and

WHEREAS, the Council of the Village of Winnetka (“*Village Council*”) has determined that it is in the best interest of the Village to approve and authorize the issuance of the Liquor License to the Applicant for the Coffee Shop;

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Winnetka, Cook County, Illinois, as follows:

SECTION 1: RECITALS. The Village Council hereby adopts the foregoing recitals as its findings, as if fully set forth herein.

SECTION 2: APPROVAL AND AUTHORIZATION OF CLASS F LICENSE. The Village Council hereby approves and authorizes the issuance of the Class F License to the Applicant for the Coffee Shop.

SECTION 3: AUTHORIZED LIQUOR LICENSES. The Appendix to Chapter 5.09 of the Village Code titled “Authorized Liquor Licenses” is hereby amended to read as follows:

Classification	Number	Licensee
*	*	*
F	<u>01</u>	<u>Hometown Coffee Winnetka, LLC (d/b/a Hometown Coffee & Juice)</u>
*	*	*

SECTION 4: EFFECTIVE DATE. This Resolution will be in full force and effect from and after:

- A. Its passage and approval according to law;
- B. Approval of application background investigation for the Coffee Shop by the Village Chief of Police, or his designee; and
- C. Final inspection approval and issuance of a certificate of occupancy for the Property.

ADOPTED this 19th day of October, 2021, pursuant to the following roll call vote:

AYES: _____
NAYS: _____
ABSENT: _____

Signed

Village President

Countersigned:

Village Clerk



Agenda Item Executive Summary

Title: Resolution No. R-85-2021: GIS Service Provider Agreement (Adoption)

Presenter: James J. Bernahl, Director of Engineering/Village Engineer

Agenda Date: 10/19/21

Consent: ☒ YES ☐ NO

- ☐ Ordinance
- ☒ Resolution
- ☒ Bid Authorization/Award
- ☐ Policy Direction
- ☐ Informational Only

Item History:

The Village of Winnetka is a member of the Geographic Information Systems Consortium (GISC), a public entity that was formed in 1999 to help small and medium-size communities meet the challenges of developing effective information system solutions. The GISC model is based on creating economies-of-scale that reduce cost and risk for its 32 municipal members. The model provides for a contractual staffing arrangement with a service provider, who provides staffing and training for the management, development, operation, and maintenance of the Village's Geographic Information System (GIS), while the Village provides the necessary computer hardware, software, and office facilities.

Executive Summary:

This is a renewal of the annual contract with Municipal GIS Partners (MGP), the GISC's selected service provider, for GIS support services. The GISC board performs a service provider evaluation every 3 years. MGP has been the service provider for the GIS Consortium since 1999 and has been re-selected numerous times during this period as the best vendor for these services. The contract consists of a master service provider agreement (reviewed by the Village's legal counsel) approved by the Village Council in 2014, and an annual "Supplemental Statement of Work" that sets forth the labor hours and rates for the coming year.

The GISC model evaluates communities based on land area and number of parcels, to determine appropriate sharing of staff. Winnetka is allocated 30% of a staff person, meaning we have a GIS staff person in house three days every two weeks, or 30% of the time. The GISC model has a minimum allocation level of 20%, or one day per week, which works well for most communities but, when combined with necessary Information Technology infrastructure purchases, can pose an obstacle for small communities. To address this obstacle, GISC recently created a membership category - "associate member" - that allows small agencies to partner with an existing full GISC member community to join GISC at an allocation of less than 20%. Under a partnership, the full member is billed for the associate member's allocation and is reimbursed by the associate member, through an agreement acceptable to both the full and associate members.

Kenilworth, which has long desired to implement a GIS program, approached Winnetka and GISC about the partnering with Winnetka as an associate member. The Village and GISC agreed, and the Village approved an intergovernmental letter agreement with Kenilworth in 2017. Adding Kenilworth as an associate member increased Winnetka's allocation from 30% to 40% (from 3 days every two weeks to 2 days per week). Winnetka uses existing GIS technology resources to host the system, and the specialist works in Winnetka at the Village Yard. Winnetka's annual GISC staffing expense for 2022 is \$83,120, of which \$20,780 will be reimbursed by Kenilworth. The attached Statement of Work includes Kenilworth's staffing component. Kenilworth and Winnetka have determined that a simple letter agreement would be sufficient to establish the necessary contractual relationship for Kenilworth's associate membership.

Executive Summary (continued):

For FY 2022, MGP has provided estimates of the labor hours and associated labor rates needed to perform these services, which are set forth in the following table:

Classification	Est. Hours	Hourly Rate	Total
On-site Analyst	659	\$94.11	\$62,018
Shared Analyst	113	\$94.11	\$10,634
Client Account Manager	66	\$111.44	\$7,355
GIS Manager	23	\$135.34	\$3,113
TOTALS	861		\$83,120

The contractual maximum, not-to-exceed figure is \$83,120. This represents no increase from the prior year's contract amount. The Village has budgeted \$102,054 in its FY 2022 operating budget for the GIS program, which includes this contract, software support, aerial photography, and mapping services.

In the last year, the work completed under this agreement includes updating and maintaining data, including annual data updates from the County Assessor and planimetric and topographic data obtained via aerial photogrammetry. MGP staff also provided significant support to Village staff in implementing and improving several asset management projects. In the upcoming year, MGP will be providing continuing support for the stormwater utility, including updates of impermeable surface data to keep the utility information current, as well as implementing tablet display, collection, and management of data, allowing field personnel access to detailed mapping and infrastructure information.

Recommendation:

Consider adopting Resolution No. R-85-2021, authorizing a supplemental GIS staffing agreement including the additional Kenilworth allocation for the period January 1 - December 31, 2022, for a total amount not to exceed \$83,120. The resolution also authorizes the Village President to execute a letter agreement with the Village of Kenilworth outlining terms under which Village of Winnetka will arrange for GIS services for the Village of Kenilworth as an associate member of the GIS Consortium.

Attachments:

1. Resolution No. R-85-2021: GIS Service Provider Agreement and Supplemental Statement of Work for GIS Services

RESOLUTION NO. R-85-2021

**A RESOLUTION APPROVING A SUPPLEMENTAL STATEMENT OF WORK
WITH MUNICIPAL GIS PARTNERS, INC. FOR GEOGRAPHIC INFORMATION
SYSTEM SERVICES AND A LETTER AGREEMENT WITH THE VILLAGE OF
KENILWORTH REGARDING GEOGRAPHIC INFORMATION SYSTEM SERVICES**

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution authorizes the Village of Winnetka (***“Village”***) to contract with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, authorize and encourage intergovernmental cooperation; and

WHEREAS, on January 1, 2015, the Village entered in to that certain GIS Consortium (***“Consortium”***) Service Provider Contract (***“Contract”***) with Municipal GIS Partners, Inc. (***“Consultant”***), for the performance of geographic information system services (***“Services”***); and

WHEREAS, pursuant to the Contract, the Village may agree to renew the Contract for calendar year 2021 by entering into a Supplemental Statement of Work (***“SOW”***) with Consultant; and

WHEREAS, the Village desires to enter into the SOW with Consultant for the performance of the Services during calendar year 2022 in an amount not to exceed \$83,120.00; and

WHEREAS, the Consortium allows small communities that require less than the minimum staffing allocation for the Services (***“Associate Member”***) to partner with an existing full Consortium member, whereby the full Consortium member is billed for the Associate Member’s staffing allocation, and the Associate Member reimburses the full Consortium member for the increased costs; and

WHEREAS, the Village of Kenilworth (***“Kenilworth”***) desires to partner with the Village as an Associate Member of the Consortium, which will increase the Village’s staffing allocation by 10 percent, the cost of which will be reimbursed by Kenilworth pursuant to a letter agreement (***“Letter Agreement”***); and

WHEREAS, the Village Council has determined that it is in the best interests of the Village and its residents to (i) enter into the SOW with Consultant; and (ii) enter into the Letter Agreement with Kenilworth;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Village of Winnetka, Cook County, Illinois, as follows:

October 19, 2021

R-85-2021

SECTION 1: RECITALS. The Village Council hereby adopts the foregoing recitals as its findings, as if fully set forth herein.

SECTION 2: APPROVAL OF SUPPLEMENTAL STATEMENT OF WORK. The Village Council hereby approves the SOW in substantially the form attached to this Resolution as **Exhibit A** and in a final form approved by the Village Attorney.

SECTION 3: AUTHORIZATION TO EXECUTE SUPPLEMENTAL STATEMENT OF WORK. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, the final SOW after receipt by the Village Manager of two executed copies of the final SOW from Consultant; provided, however, that if the Village Manager does not receive two executed copies of the final SOW from Consultant within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the final SOW will, at the option of the Village Council, be null and void.

SECTION 4: APPROVAL OF LETTER AGREEMENT. The Village Council hereby approves, pursuant to the Village's home rule power, the Letter Agreement in a form acceptable to the Village Manager and the Village Attorney.

SECTION 5: AUTHORIZATION TO EXECUTE LETTER AGREEMENT. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, the final Letter Agreement after receipt by the Village Attorney of two executed copies of the final Letter Agreement from the Village Manager; provided, however, that if the Village Attorney does not receive two executed copies of the final Agreement from Kenilworth within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the Agreement will, at the option of the Village Council, be null and void.

SECTION 6: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

[SIGNATURE PAGE FOLLOWS]

ADOPTED this 19th day of October, 2021, pursuant to the following roll call vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A

AGREEMENT AND SUPPLEMENTAL STATEMENT OF WORK

GIS CONSORTIUM SERVICE PROVIDER CONTRACT

This contract (this “**Contract**”) made and entered into this 1st day of January, 2022 (the “**Effective Date**”), by and between the Village of Winnetka, an Illinois municipal corporation (hereinafter referred to as the “**Municipality**”), and Municipal GIS Partners, Incorporated, 701 Lee Street, Suite 1020, Des Plaines, Illinois 60016 (hereinafter referred to as the “**Consultant**”).

WHEREAS, the Municipality is a member of the Geographic Information System Consortium (“**GISC**”);

WHEREAS, the Consultant is a designated service provider for the members of GISC and is responsible for providing the necessary professional staffing resource support services as more fully described herein (the “**Services**”) in connection with the Municipality’s geographical information system (“**GIS**”);

WHEREAS, the Municipality desires to engage the Consultant to provide the Services on the terms set forth herein; and

WHEREAS, the Consultant hereby represents itself to be in compliance with Illinois statutes relating to professional registration applicable to individuals performing the Services hereunder and has the necessary expertise and experience to furnish the Services upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and of the promises hereinafter set forth, it is hereby agreed by and between the Municipality and the Consultant that:

SECTION 1 SCOPE OF SERVICES

1.1 Statement of Work. This Contract contains the basic terms and conditions that will govern the overall relationship between the Consultant and the Municipality. The Consultant will provide the Services described in the statement of work attached hereto as **Attachment 1** (“**Statement of Work**”), which shall become a part of and subject to this Contract.

1.2 Supplemental Statements of Work. Any additional services to be performed by the Consultant may be added to this Contract after the Effective Date by the mutual agreement of the parties, which agreement will be evidenced by mutual execution of a Supplemental Statement of Work which shall also be subject to the terms and conditions set forth in this Contract, substantially in the form attached hereto as **Exhibit A**.

1.3 Additional Compensation. If the Consultant wishes to make a claim for additional compensation as a result of action taken by the Municipality, the Consultant shall give written notice of its claim within fifteen (15) days after occurrence of such action. Regardless of the decision of the Municipality Manager relative to a claim submitted by the Consultant, all work required under this Contract as determined by the Municipality Manager shall proceed without interruption.

1.4 Contract Governs. If there is a conflict between the terms of this Contract and the Statement of Work or any Supplemental Statement of Work, unless otherwise specified in such Statement of Work, the terms of this Contract shall supersede the conflicting provisions contained in such Statement of Work.

SECTION 2 PERFORMANCE OF WORK

2.1 All work hereunder shall be performed under the direction of the Village Manager or their designee (hereinafter referred to as the “*Municipality Manager*”) in accordance with the terms set forth in this Contract and each relevant Statement of Work.

SECTION 3 RELATIONSHIP OF PARTIES

3.1 Independent Contractor. The Consultant shall at all times be an independent contractor, engaged by the Municipality to perform the Services. Nothing contained herein shall be construed to constitute a partnership, joint venture or agency relationship between the parties.

3.2 Consultant and Employees. Neither the Consultant nor any of its employees shall be considered to be employees of the Municipality for any reason, including but not limited to for purposes of workers’ compensation law, Social Security, or any other applicable statute or regulation.

3.3 No Authority to Bind. Unless otherwise agreed to in writing, neither party hereto has the authority to bind the other to any third party or to otherwise act in any way as the representative of the other.

SECTION 4 PAYMENT TO THE CONSULTANT

4.1 Payment Terms. The Municipality agrees to pay the Consultant in accordance with the terms and amounts set forth in the applicable Statement of Work, provided that:

(a) The Consultant shall submit invoices in a format approved by the Municipality.

(b) The Consultant shall maintain records showing actual time devoted to each aspect of the Services performed and cost incurred. The Consultant shall permit the authorized representative of the Municipality to inspect and audit all data and records of the Consultant for work done under this Contract. The Consultant shall make these records available at reasonable times during this Contract period, and for a year after termination of this Contract.

(c) The service rates and projected utilization set forth in the applicable Statement of Work shall adjust each calendar year in accordance with the annual rates approved by the Board of Directors of GISC which shall be reflected in a Supplemental Statement of Work.

(d) Payments to the Consultant shall be made pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

(e) The Municipality is a tax-exempt municipality and will provide Consultant with a copy of the Municipality's current sales tax exemption certificate. Consultant shall not charge the Municipality any tax incurred by the Consultant for these Services.

4.2 Service Rates. The service rates set forth in the Statement of Work and Supplemental Statement of Work include all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use of, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Consultant.

SECTION 5 TERM

5.1 Initial Term. Subject to earlier termination pursuant to the terms of this Contract, the initial term of this Contract shall commence on the Effective Date and remain in effect for **one (1) year** (the "**Initial Term**").

5.2 Renewal Terms. The Initial Term may be extended for successive one (1) year periods or for any other period as mutually agreed to in writing and set forth in a Supplemental Statement of Work executed by both parties (each, a "**Renewal Term**").

SECTION 6 TERMINATION OF CONTRACT

6.1 Voluntary Termination. Notwithstanding any other provision hereof, the Municipality may terminate this Contract during the Initial Term or any Renewal Term, with or without cause, at any time upon ninety (90) calendar days prior written notice to the Consultant. The Consultant may terminate this Contract or additional Statement of Work, with or without cause, at any time upon one hundred eighty (180) calendar days prior written notice to the Municipality.

6.2 Termination for Breach. Either party may terminate this Contract upon written notice to the other party following a material breach of a material provision of this Contract by the other party if the breaching party does not cure such breach within fifteen (15) days of receipt of written notice of such breach from the non-breaching party.

6.3 Payment for Services Rendered. In the event that this Contract is terminated in accordance with this Section 6, the Consultant shall be paid for services actually performed and reimbursable expenses actually incurred.

SECTION 7 CONSULTANT PERSONNEL AND SUBCONTRACTORS

7.1 Adequate Staffing. The Consultant must assign and maintain during the term of this Contract and any renewal thereof, an adequate staff of competent employees, agents, or subcontractors (“**Consultant Personnel**”) that is fully equipped, licensed as appropriate and qualified to perform the Services as required by the Statement of Work or Supplemental Statement of Work.

7.2 Availability of Personnel. The Consultant shall notify the Municipality as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Consultant Personnel assigned to provide the Municipality with the Services. The Consultant shall have no claim for damages and shall not bill the Municipality for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the time of performance as a result of any such termination, reassigning, or resignation.

7.3 Use of Subcontractors. The Consultant’s use of any subcontractor or subcontract to perform the Services shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by this Contract. All Services performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of the Consultant. Consultant shall be fully responsible and assumes liability for the acts and omissions of all subcontractors directly or indirectly employed by, or working at the direction of, the Consultant in the performance of the Services.

7.4 Removal of Personnel and Subcontractors. Municipality may, upon written notice to Consultant, request that any Consultant Personnel be removed or replaced. Consultant shall promptly endeavor to replace such Consultant Personnel and Municipality shall have no claim for damages for a delay or extension of the applicable Statement of Work as a result of any such removal or replacement.

7.5 Non-Solicitation of Consultant Employees. The Municipality agrees that during the term of this Contract and for a period of one (1) year thereafter, it shall not, directly or indirectly, through any other person, firm, corporation or other entity, solicit, induce, encourage or attempt to induce or encourage any employee of the Consultant to terminate his or her employment with the Consultant or to breach any other obligation to the Consultant. The Municipality acknowledges that the aforementioned restrictive covenant contained in this Section is reasonable and properly required for the adequate protection of the Consultant’s business.

SECTION 8 ACCOMMODATION OF CONSULTANT PERSONNEL; MUNICIPAL FACILITIES

8.1 Facilities, Equipment, and Records. The Municipality shall provide the Consultant with adequate office space, furnishings, records, hardware, software and connectivity to fulfill the objectives of the GIS program. Facilities, equipment, and records include, but are not limited to, the following:

(a) Office space for the Consultant's Personnel. This space should effectively and securely house all required GIS systems, peripherals and support tools. This space must be available during normal business hours;

(b) Furnishings including adequate desk(s), shelving, and seating for the Consultant's Personnel;

(c) A telephone line and phone to originate and receive outside calls;

(d) A network connection with adequate speed and access to the Internet;

(e) Hardware, software, peripherals, and network connectivity to perform the program objectives efficiently; and

(f) Any Municipality data or record which is necessary for carrying out the work as outlined in the Contract, Statement of Work or Supplemental Statement of Work.

8.2 Backup and Recovery Systems. The Municipality shall be responsible for installing, operating and monitoring the backup and recovery systems for all the Municipality's GIS assets that permit the Consultant to continue Services within a reasonable period of time following a disaster or outage. The Consultant shall be responsible for installing, operating and monitoring the backup and recovery systems for all Consultant's assets that permit the Municipality to continue accessing the GISC Materials and Services within a reasonable period of time following a disaster or outage.

8.3 Right of Entry; Limited Access. Consultant's Personnel performing Services shall be permitted to enter upon the Municipality's property in connection with the performance of the Services, subject to those rules established by the Municipality. Consent to enter upon a Municipality's facility given by the Municipality shall not create, nor be deemed to imply, the creation of any additional responsibilities on the part of the Municipality. Consultant's Personnel shall have the right to use only those facilities of the Municipality that are necessary to perform the Services and shall have no right to access any other facilities of the Municipality.

SECTION 9

CONFIDENTIAL INFORMATION; INTELLECTUAL PROPERTY; FOIA

9.1 Municipal Materials. The Consultant acknowledges and agrees that all trademarks, service marks, logos, tradenames and images provided by or on behalf of the Municipality to the Consultant for use in performing the Services and the GIS database (including files created from the database) created by Consultant hereunder (the "***Municipal Materials***") are the sole and exclusive property of the Municipality. The Consultant acknowledges that this Contract is not a license to use the Municipal Materials except as needed to perform the Services hereunder.

9.2 Third-Party Materials. If applicable, to the extent the Consultant has agreed to obtain and/or license Third-Party Materials on behalf of Municipality, the Consultant shall obtain a license for Municipality to use the Third-Party Materials as part of the Services for the purpose specified in the applicable Statement of Work. "***Third-Party Materials***" shall include, but are not limited to, computer software, script or programming code or other materials owned by third

parties and/or any software available from third parties, that is licensed by Consultant for the benefit of the Municipality.

9.3 GISC Materials. It is expressly understood that, excluding the Municipal Materials and Third-Party Materials, all members of GISC and the Consultant may use or share in any improvements or modifications incorporated into any computer software (in object code and source code form), script or programming code used or developed by the Consultant in providing Services hereunder (the “**GISC Materials**”).

(a) The Consultant hereby grants the Municipality a limited, personal, nontransferable, non-exclusive license to use the GISC Materials solely for the purpose of and in connection with the Municipality’s GIS. Upon expiration or termination of this Contract, or at such time the Municipality is no longer a member of GISC or in breach of its obligations hereunder, the Municipality shall not be entitled to or granted a license in future enhancements, improvements or modifications in the GISC Materials. The Municipality may grant a sublicense to a third party that the Municipality engages to maintain or update the GISC Materials in connection with the Municipality’s GIS; provided that such third party agrees in writing to be bound by the license restrictions set forth in this Contract.

(b) The Municipality acknowledges that the Consultant is in the business of providing staffing resource support services and that the Consultant shall have the right to provide services and deliverables to third parties that are the same or similar to the services that are to be rendered under this Contract, and to use or otherwise exploit any GISC Materials in providing such services. The Municipality hereby grants to the Consultant, a royalty-free, non-exclusive, irrevocable license throughout the world to publish modify, transfer, translate, deliver, perform, use and dispose of in any manner any portion of the GISC Materials.

9.4 Confidential Information. In the performance of this Contract, the Consultant may have access to or receive certain information in the possession of the Municipality that is not generally known to members of the public (“**Confidential Information**”). The Consultant acknowledges that Confidential Information includes, but is not limited to, proprietary information, copyrighted material, educational records, employee data, financial information, information relating to health records, resident account information, and other information of a personal nature. Consultant shall not use or disclose any Confidential Information without the prior written consent of the Municipality. Consultant will use appropriate administrative, technical and physical safeguards to prevent the improper use or disclosure of any Confidential Information received from or on behalf of the Municipality. Upon the expiration or termination of this Contract, Consultant shall promptly cease using and shall return or destroy (and certify in writing destruction of) all Confidential Information furnished by the Municipality along with all copies thereof in its possession including copies stored in any computer memory or storage medium. The term “Confidential Information” does not include information that (a) is or becomes generally available to the public other than as a result of a breach of this Contract by the Consultant; (b) was in the Consultant’s or Consultant Personnel’s possession on a non-confidential basis from any source other than the Municipality, which source, to the knowledge of the Consultant, is entitled to disclose such information without breach of any obligation of confidentiality; (c) is independently developed by the Consultant without the use of or reference to, in whole or in part, any Confidential Information; (d) required to be disclosed pursuant to a court order issued by a

court having jurisdiction thereof (subject to Section 9.5); or (e) information subject to disclosure under FOIA (as defined below in Section 9.6). For avoidance of doubt, it is agreed that the GISC Materials shall not be considered Confidential Information.

9.5 Dissemination of Confidential Information. Unless directed by the Municipality, Consultant shall not disseminate any Confidential Information. If Consultant is presented with a request for documents by any administrative agency or with a subpoena *duces tecum* regarding any Confidential Information which may be in Consultant's possession as a result of Services provided under this Contract, unless prohibited by law, Consultant shall immediately give notice to the Municipality with the understanding that the Municipality shall have the opportunity to contest such process by any means available to it prior to submission of any documents to a court or other third party. Consultant shall not be obligated to withhold delivery of documents beyond the time ordered by a court of law or administrative agency, unless the request for production or subpoena is quashed or withdrawn, or the time to produce is otherwise extended. Consultant shall cause its personnel, staff and subcontractors, if any, to undertake the same obligations regarding confidentiality and dissemination of information as agreed to by Consultant under this Contract.

9.6 Freedom of Information Act Requests. Within four (4) business days after the Municipality's Notice to the Consultant of the Municipality's receipt of a request made pursuant to the Illinois Freedom of Information Act (ILCS 140/1 et seq. – herein "FOIA"), the Consultant shall furnish all requested records in the Consultant's possession which are in any manner related to this Contract or the Consultant's performance of the Services, including but not limited to any documentation related to the Municipality and associated therewith. The Consultant shall not apply any costs or charge any fees to the Municipality or any other person, firm or corporation for its procurement and retrieval of such records in the Consultant's possession which are sought to be copied or reviewed in accordance with such FOIA request or requests. The Consultant shall defend, indemnify and hold harmless the Municipality including its several departments and including its officers and employees and shall pay all of the Consultant's Costs associated with such FOIA request or requests including Costs arising from the Consultant's failure or alleged failure to timely furnish such documentation and/or arising from the Consultant's failure or alleged failure otherwise to comply with the FOIA, whether or not associated with the Consultant's and/or the Municipality's defense of any litigation associated therewith. In addition, if the Consultant requests the Municipality to deny the FOIA request or any portion thereof by utilizing one or more of the lawful exemptions provided for in the FOIA, the Consultant shall pay all Costs in connection therewith. As used herein, "in the Consultant's possession" includes documents in the possession of any of the Consultant's officers, agents, employees and/or independent contractors; and "Costs" includes but is not limited to attorneys' fees, witness fees, filing fees and any and all other expenses — whether incurred by the Municipality or the Consultant.

9.7 News Releases. The Consultant may not issue any news releases without prior approval from the Municipality Manager nor will the Consultant make public proposals developed under this Contract without prior written approval from the Municipality Manager.

9.8 Survive Termination. The provisions of Section 9.1 and 9.4 through and including 9.8 shall survive the termination of this Contract.

SECTION 10 LIMITATION OF LIABILITY

10.1 THE REPRESENTATIONS SET FORTH IN THIS CONTRACT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTIES ARISING FROM TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE. UNDER NO CIRCUMSTANCES SHALL EITHER THE CONSULTANT OR THE MUNICIPALITY BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING LOST SALES OR PROFITS, IN CONNECTION WITH THIS CONTRACT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SECTION 11 CONSULTANT WARRANTY; INDEMNIFICATION; INSURANCE

11.1 Warranty of Services. The Consultant warrants that the Services shall be performed in accordance with industry standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the time of the Effective Date.

11.2 Indemnification. The Consultant shall indemnify and save harmless the Municipality and its officers, employees, and agents from and against any and all loss, liability and damages of whatever nature, including Workmen's Compensation claims by Consultant's employees, in any way resulting from or arising out of the intentional, willful and wanton, negligent and/or gross negligent actions or omissions of the Consultant, the Consultant's employees and agents.

11.3 Insurance. The Consultant must procure and maintain, for the duration of this Contract, insurance as provided in ***Attachment 2*** to this Contract.

11.4 No Personal Liability No official, director, officer, agent, or employee of any party shall be charged personally or held contractually liable by or to the other party under any term or provision of this Contract or because of its or their execution, approval or attempted execution of this Contract.

SECTION 12 GENERAL PROVISIONS

12.1 Equal Employment Opportunity Clause. In the event of the Consultant's non-compliance with the provisions of this Section 12.1 or the Illinois Human Rights Act, 775 ILCS 5/1-101, *et seq.*, as it may be amended from time to time, and any successor thereto (the "***Act***"), the Consultant may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or

remedies invoked as provided by statute or regulation. During the performance of this Contract, the Consultant agrees as follows:

(a) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, the Consultant will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

(b) That, if the Consultant hires additional employees in order to perform this Contract or any portion of this Contract, the Consultant will determine the availability (in accordance with 44 Ill. Admin. C. 750.5, *et seq.*, as it may be amended from time to time, and any successor thereto (the “**Applicable Regulations**”)) of minorities and women in the areas from which the Consultant may reasonably recruit and the Consultant will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

(c) That, in all solicitations or advertisements for employees placed by the Consultant or on the Consultant’s behalf, the Consultant will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.

(d) That the Consultant will send to each labor organization or representative of workers with which the Consultant has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Consultant’s obligations under the Act and the Applicable Regulations. If any labor organization or representative fails or refuses to cooperate with the Consultant in the Consultant’s efforts to comply with the Act and the Applicable Regulations, the Consultant will promptly notify the Illinois Department of Human Rights (the “**Department**”) and the Municipality and will recruit employees from other sources when necessary to fulfill its obligations under the Contract.

(e) That the Consultant will submit reports as required by the Applicable Regulations, furnish all relevant information as may from time to time be requested by the Department or the Municipality, and in all respects comply with the Act and the Applicable Regulations.

(f) That the Consultant will permit access to all relevant books, records, accounts and work sites by personnel of the Municipality and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.

(g) That the Consultant will include verbatim or by reference the provisions of this Section 12.1 in every subcontract awarded under which any portion of the Contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this Contract, the Consultant will be liable for compliance with applicable provisions of this Section 12.1 by subcontractors; and further the Consultant will

promptly notify the Municipality and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the Consultant will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

12.2 No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.*

12.3 Sexual Harassment Policy. The Consultant certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4).

12.4 Compliance with Laws and Grants. Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. Consultant shall also comply with all conditions of any federal, state, or local grant received by Municipality or Consultant with respect to this Contract or the Services.

12.5 Assignments and Successors. This Contract and each and every portion thereof shall be binding upon the successors and the assigns of the parties hereto; provided, however, that no assignment, delegation or subcontracting shall be made without the prior written consent of the Municipality.

12.6 Severability. The parties intend and agree that, if any paragraph, subparagraph, phrase, clause, or other provision of this Contract, or any portion thereof, shall be held to be void or otherwise unenforceable, all other portions of this Contract shall remain in full force and effect.

12.7 Third Party Beneficiary. No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than the Consultant shall be made or be valid against the Municipality.

12.8 Waiver. No waiver of any provision of this Contract shall be deemed to or constitute a waiver of any other provision of this Contract (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Contract.

12.9 Governing Laws. This Contract shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois. Venue shall reside in Cook County, Illinois.

12.10 Headings. The headings of the several paragraphs of this Contract are inserted only as a matter of convenience and for reference and in no way are they intended to define, limit, or describe the scope of intent of any provision of this Contract, nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

12.11 Modification or Amendment. This Contract constitutes the entire Contract of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written amendment or Supplemental Statement of Work duly executed by the parties. Each party agrees that no representations or warranties shall be binding upon the other party unless expressed in writing herein or in a duly executed amendment hereof.

12.12 Attachments and Exhibits. Attachments 1 and 2 and Exhibit A are attached hereto, and by this reference incorporated in and made a part of this Contract. In the event of a conflict between any Attachment or Exhibit and the text of this Contract, the text of this Contract shall control. In the event of any conflict or inconsistency between the terms of this Contract and any Supplemental Statement of Work, the terms of the Supplemental Statement of Work will govern and control with respect to the term, projected utilization rates, service rates and scope of services.

12.13 Rights Cumulative. Unless expressly provided to the contrary in this Contract, each and every one of the rights, remedies, and benefits provided by this Contract shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.

12.14 Good Faith Negotiation. Before commencing any legal action, the parties agree to enter into good faith negotiations to resolve any controversy, claim, or dispute (“*Dispute*”). Such good faith negotiations shall commence promptly upon a party’s receipt of notice of any Dispute from the other party and continue for a period of fourteen (14) days or any period of time as mutually agreed upon.

12.15 Notices. All notices, reports and documents required under this Contract shall be in writing (including prepaid overnight courier, electronic transmission or similar writing) and shall be given to such party at its address or e-mail address set forth below, or at such other address or e-mail address as such party may hereafter specify from time to time. Each such notice shall be effective (i) if given by first class mail or prepaid overnight courier, when received, or (ii) if sent to an e-mail address, upon the sender’s receipt of an acknowledgment from the intended recipient (such as by the “return receipt requested” function, as available, return e-mail or other written acknowledgment).

If to Municipality: Village of Winnetka
James Bernahl
510 Green Bay Rd
Winnetka, IL 60093

Attention: James Bernahl
E-mail: jbernahl@winnetka.org

If to Consultant: Municipal GIS Partners, Incorporated
Thomas A. Thomey
701 Lee Street, Suite 1020
Des Plaines, IL 60016
Attention: Thomas Thomey
E-mail: tthomey@mgpinc.com

12.16 Force Majeure. No party to this Contract shall be responsible or liable for, or deemed in breach hereof because of, any delay in the performance of its respective obligations under this Contract to the extent that such delay is due substantially to circumstances beyond the party's reasonable control and without the fault or negligence of the party experiencing such delay. Such circumstances may include, but are not limited to, any act of God, fire or other casualty, epidemic, quarantine, "stay home" or similar order, epidemic, quarantine, "stay home" or similar order, strike or labor dispute, embargo, war or violence, act of terrorism, or any law, order, proclamation, ordinance, demand, requirement, action or inaction of any national, state, provincial, local, or other government or governmental agency (each, a "*Force Majeure*"). Upon the occurrence of a Force Majeure, the party experiencing the Force Majeure shall notify the other party in writing immediately following such Force Majeure, but in no case later than three (3) business days after such party becomes aware of the occurrence of the Force Majeure. The written notification shall provide a reasonably detailed explanation of the Force Majeure.

12.17 Counterpart Execution. This Contract, Statement of Work or any Supplemental Statement of Work may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

12.18 Tort Immunity Defenses. Nothing contained in the Contract is intended to constitute, and nothing in the Contract will constitute, a waiver of the rights, defenses, and immunities provided or available to the Municipality under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10 et seq. or any other applicable State law.

[REMAINDER INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have placed their hands and seals hereto as of the date first above written.

ATTEST:

VILLAGE OF WINNETKA

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

ATTEST:

CONSULTANT:

**MUNICIPAL GIS PARTNERS,
INCORPORATED**

By:  _____
Name: Donna Thomey
Its: Management Support Specialist

By:  _____
Name: Thomas A. Thomey
Its: President and General Manager

Attachment 1

Statement of Work to GIS Consortium Service Provider Contract

1) General Purpose. The Consultant will perform all or part of the Municipality's geographic information system (GIS) management, development, operation, and maintenance. In addition to supporting the existing GIS program, the Consultant will identify opportunities for continued development and enhancement.

The Municipality will be sharing management, development, maintenance expertise and staffing with other municipalities as a member of the Geographic Information System Consortium (GISC). The benefits to the Municipality include, but are not limited to, collective bargaining for rates and services, shared development costs, and joint purchasing and training.

The Consultant is the sole Service Provider for the GISC and is responsible for providing the necessary GIS professional resources to support this entity. The Consultant will facilitate and manage resource, cost, and technical innovation sharing among GISC members.

2) Service Types. The Consultant will provide two (2) service types. The intent of this distinction is to track specific types of investment without overburdening general operation of the GIS program. Many of these services will go unnoticed but are required to sustain the GIS program. The Consultant will employ reasonable professional discretion when specific direction is not provided. The two (2) services types are as follows:

A. Services related to the direct management, development, operation, and maintenance of the GIS required to reasonably support the system.

B. Services relating to the investigation, research, and development of new functionality and capability for the GIS Consortium and its members.

3) Services. The Consultant will provide the necessary resources to support the GIS program. The allocation of these resources will be reasonably commensurate with the level of expertise required to fulfill the specific task which includes, but is not limited to, the following:

A. The Site Analyst provides the daily operation, maintenance, and support of the program for the Municipality, either physically on-site or remotely (as reasonably determined by the Consultant after consultation with the Municipality with respect to its need). The Site Analyst is responsible for database management and data quality, map and product development, user training and help-desk, project identification and program documentation.

B. The Shared Analyst provides technical support to the Site Analyst and the Municipality including trouble-shooting and project implementation. The Shared Analyst is responsible for developing, testing, and managing the GISC shared solutions including the standard data model and processes, centralized databases, and shared solutions.

C. The Client Account Manager is responsible for the coordination and operation of the program for the Municipality including leadership alignment and reporting, planning and budgeting, resource allocation, and performance management.

D. The Manager is responsible for the overall GISC program including the development and implementation of new shared opportunities based on the direction and instructions of the GISC Board of Directors.

4) Projected Utilization and Service Rates. The service rates set forth below are based on, among other things, the negotiated annual projected utilization of all GISC members. The Consultant shall negotiate annually with the Board of Directors (the “**Board**”) of GISC to adjust the annual projected utilization and service rates for the members of GISC. It is anticipated that the Consultant will submit its proposed annual projected utilization and service rates (the “**Proposal**”) to the Board for approval every year on or about July 31st. Upon the Board’s approval of the Proposal, the annual projected utilization and service rates shall become binding on the Municipality and incorporated into this Contract by reference, which shall automatically become effective on January 1st and remain in effect for the remainder of such calendar year. The approved annual projected utilization and the service rates will be promptly distributed by the Board or the Consultant to the Municipality. Notwithstanding the foregoing, in the event the Board, for any reason whatsoever (including the Board being disbanded) does not approve the Proposal, the Consultant may submit its proposed annual projected utilization and service rates directly to the Municipality by no later than October 1st, and upon written approval by the Municipality shall become effective on January 1st. Consultant agrees that, each year, the new aggregate annual contract value for the Municipality will not exceed the greater of (i) cost-of-living adjustments based on the CPI¹ measured as of the most recent CPI number available prior to submitting the Proposal, or (ii) 3%. The GISC service and projected utilization rates set forth below are effective as of the Effective Date until December 31 of such calendar year:

A. Projected Utilization

1. 659 hours of Site Analyst
2. 113 hours of Shared Analyst
3. 66 hours of Client Account Manager
4. 23 hours of Manager

¹For purposes of this Contract, “CPI” shall mean the all items Consumer Price Index for all Urban Consumers in the Chicago-Gary-Kenosha area. In the event that publication or issuance of the Index is discontinued or suspended, the CPI shall be an index published or issued by the United States Department of Labor or any bureau or agency thereof that computes information from substantially the same statistical categories and substantially the same geographic areas as those computed in the CPI and that weights such categories in a substantially similar way to the weighting of the CPI at the Effective Date. The CPI rates, solely for reference purposes, may be accessed at <http://www.bls.gov/ro5/cpichi.htm>, it being understood that the Consultant makes no representation or warranty that the rates published on such website are accurate.

B. Service Rates

1. \$94.11 per hour for Site Analyst
2. \$94.11 per hour for Shared Analyst
3. \$111.44 per hour for Client Account Manager
4. \$135.34 per hour for Manager

Total Not-to-Exceed Amount for Services (Numbers): \$83,120.00.

Total Not-to-Exceed Amount for Services (Figures): Eighty Three Thousand One Hundred Twenty Dollars and No Cents.

Attachment 2

To GIS Consortium Service Provider Contract

Insurance

Consultant's Insurance

Consultant shall procure and maintain, for the duration of this Contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, employees or subcontractors.

A. **Minimum Scope of Insurance:** Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Municipality named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement CG 2010 and CG 2026.

2. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto" with the Municipality named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement.

3. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance (the policy shall include a 'waiver of subrogation').

B. **Minimum Limits of Insurance:** Consultant shall maintain limits no less than:

1. **Commercial General Liability:** \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.

2. **Business Automobile Liability:** \$1,000,000 combined single limit per accident for bodily injury and property damage.

3. **Workers' Compensation and Employers' Liability:** Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.

C. **Deductibles and Self-Insured Retentions:** Any deductibles or self-insured retentions must be declared to and approved by the Municipality. At the option of the Municipality, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as it respects the Municipality, its officials, agents, employees and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

D. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages: The Municipality, its officials, agents, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Municipality, its officials, agents, employees and volunteers.

2. The Consultant's insurance coverage shall be primary as respects the Municipality, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Municipality, its officials, agents, employees and volunteers shall be excess of Consultant's insurance and shall not contribute with it.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Municipality, its officials, agents, employees and volunteers.

4. The Consultant's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Consultant shall be required to name the Municipality, its officials, employees, agents and volunteers as additional insureds

6. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

7. The Consultant and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Municipality. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as *Kotecki v. Cyclops Welding*. Consultant agrees to indemnify and defend the Municipality from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the Municipality may sustain as a result of personal injury claims by Consultant's employees, except to the extent those claims arise as a result of the Municipality's own negligence.

E. All Coverages: Each insurance policy required by this paragraph shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Municipality.

F. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

G. Verification of Coverage: Consultant shall furnish the Municipality with certificates of insurance naming the Municipality, its corporate authorities, officials, officers, agents, employees, and volunteers as additional insured's and with original endorsements, affecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Municipality before any work commences. The Municipality reserves the right to request full certified copies of the insurance policies and endorsements.